

**STATE OF SOUTH DAKOTA  
DEPARTMENT OF SOCIAL SERVICES  
OFFICE OF THE SECRETARY**

**Grant Agreement  
Between**

Domestic Violence Network  
Attn: Lois Neidert  
PO Box 110  
Madison, SD 57042

State of South Dakota  
Department of Social Services  
OFFICE OF THE SECRETARY  
700 Governors Drive  
Pierre SD 57501-2291

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Referred to as Grantee

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Referred to as State

The State hereby enters in to an agreement for an award of (Federal) and/or (State) financial assistance to a subrecipient.

1. GRANTEE'S South Dakota Vendor Number is 12243212.
2. PERIOD OF PERFORMANCE:  
This agreement shall be effective as of October 1, 2010 and shall end on May 31, 2011, unless sooner terminated pursuant to the terms hereof.
3. BASIS FOR CONTRACT AMOUNTS:  
This grant is made for the purpose of providing services to victims of crime.

Amount provided by Grantor is	\$16,968.00.
Amount matched by Grantee	\$5,656.00.
Total Grant Amount	\$22,624.00.

Dollars provided by Grantor consist of the following:

Non-Federal State dollars	\$0.00.	
Federal CFDA #:	16.575	\$16,968.00.
Grant Name:	Crime Victim Assistance.	
Agency/Office:	Dept of Justice, Office of Victims of Crime.	

ARRA – YES OR NO?    No

4. PROVISIONS (add an addendum if needed):

A. The Grantee agrees to:

See Grant Award (Attachment 1), Certified Assurances/ Terms and Conditions (Attachment 2), Drawdown Request Form (Attachment 3), Certification of Compliance with the Office of Civil Rights (Attachment 4), Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements (Attachment 5), Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; Lower Tier Covered Transactions (Sub-Recipient) (Attachment 6), Equipment/Furniture Form (Attachment 7).

5. PROPERTY MANAGEMENT STANDARDS:

The Grantee agrees to observe Federal Government uniform standards governing the Utilization of property whose cost was charged to a project supported by a Federal grant.

6. TECHNICAL ASSISTANCE:

The State agrees to provide technical assistance regarding Department of Social Services' rules, regulations and policies to the Grantee and to assist in the correction of problem areas identified by the State's monitoring activities.

7. LICENSING AND STANDARD COMPLIANCE:

The Grantee agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Grantee's failure to ensure the safety of all individuals served is assumed entirely by the Grantee.

8. ASSURANCE REQUIREMENTS:

The Grantee agrees to abide by all applicable provisions of the following assurances: Federal Accountability and Transparency Act (FFATA), Lobbying Activity, Debarment and Suspension, Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996, Charitable Choice Provisions and Regulations, and American Recovery and Reinvestment Act of 2009 as applicable.

9. RETENTION AND INSPECTION OF RECORDS:

The Grantee agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, statistical, fiscal, other, and other information records necessary for

reporting and accountability required by the State. The Grantee shall retain such records for six years following termination of the agreement. If such records are under pending audit, the Grantee agrees to hold such records for a longer period upon notification from the State. The State, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement.

All payments to the Grantee by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment of this agreement shall be returned to the State within thirty days after written notification to the Grantee.

**10. AUDIT REQUIREMENTS:**

For nonprofit sub-recipients if the total of all Department of Social Services funding is greater than \$500,000 during the Grantee's fiscal year, the Grantee agrees to submit to the State a copy of an annual entity-wide, independent financial audit. The audit shall be completed and filed with the Department of Social Services by the end of the fourth month following the end of the fiscal year being audited. The audit should be sent to:

Department of Social Services  
Provider Reimbursements and Audits  
700 Governors Drive  
Pierre, SD 57501

For nonprofit sub-recipients if federal funds of \$500,000 or more have been expended by the Grantee during the Grantee's fiscal year the audit shall be conducted in accordance with OMB Circular A-133 by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Audits shall be completed and filed with the Department of Legislative Audit by the end of the fourth month following the end of the fiscal year being audited. For an A-133 audit, approval must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit  
A-133 Coordinator  
427 South Chapelle  
% 500 East Capitol  
Pierre, SD 57501-5070

For either an entity-wide, independent financial audit or an A-133 audit, the Grantee assures resolution of all interim audit findings. The Grantee shall facilitate and aid any such reviews, examinations, agreed upon procedures etc., the Department or its' contractor(s) may perform.

Failure to complete audit(s) as required will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completely satisfied.

**11. COST PRINCIPLES:**

Grantee agrees to comply in full with the applicable cost principles as outlined in OMB Circulars A-21 (Cost Principles for Educational Institutions), A-87 (Cost Principles for State, Local, and Indian Tribal Governments), or A-122 (Cost Principles for Non-Profit Institutions). Grantee agrees to establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

**12. TERMINATION:**

This Agreement may be terminated by either party hereto upon thirty (30) days written notice, and may be terminated by the State for cause at any time, with or without notice. Upon termination of this agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination.

**13. FUNDING:**

This contract depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

**14. AMENDMENTS:**

This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

**15. CONTROLLING LAW:**

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

**16. SUPERCESSION:**

All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

**17. SEVERABILITY:**

In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

18. NOTICE:

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted with on behalf of the State, and by the Grantee, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

19. SUBCONTRACTORS:

The Grantee will not use subcontractors to perform work under this agreement without the express prior written consent of the State. The Grantee will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Grantee will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

20. HOLD HARMLESS:

The Grantee agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Grantee to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

21. INSURANCE:

Before beginning work under this Agreement, the Grantee shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. In the event a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Grantee agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Grantee shall furnish copies of insurance policies if requested by the State.

A. Commercial General Liability Insurance:

The Grantee shall maintain occurrence-based commercial general liability insurance or an equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.

B. Business Automobile Liability Insurance:

The Grantee shall maintain business automobile liability insurance or an equivalent form with a limit of not less than N/A for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

**C. Worker's Compensation Insurance:**

The Grantee shall procure and maintain Workers' Compensation and employers' liability insurance as required by South Dakota law.

**D. Professional Liability Insurance:**

The Grantee agrees to procure and maintain professional liability insurance with limit not less than N/A.

**22. CONFLICT OF INTEREST:**

Grantee agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

**23. TERMS:**



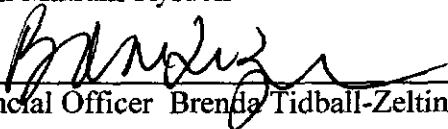
By accepting this agreement, the Grantee assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written Approval by the State shall be in violation of the terms of this agreement, and the agreement shall be subject to termination.

**24. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:**

Subrecipient certifies, by signing this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

25. AUTHORIZED SIGNATURES:

In witness hereto, the parties signify their agreement by affixing their signatures hereto.

 _____ Grantee Signature	12-4-10 _____ Date
 _____ State- DSS Director Kim Malsam-Rysdon	11/22/10 _____ Date
 _____ State - DSS Chief Financial Officer Brenda Tidball-Zeltinger	11/22/10 _____ Date

**State Agency Coding:**

Stimulus Funds – Provided by American Recovery and Reinvestment Act (ARRA) - YES OR NO? **No**

Company	2004			
Account	52060700			
Center Req	0832 500			
Center User	D0101			
Dollar Total	\$16,968.00			
CFDA #	16.575			

DSS Program Contact Person Lori Martinec  
Phone 605-773-3109

DSS Fiscal Contact Person Patty Hanson  
Phone 605 773-3586

Grantee Program Contact Person	Lois Neidert
Phone	605 256-5300

Grantee Fiscal Email Address

Grantee Fiscal Contact Person \_\_\_\_\_  
Phone \_\_\_\_\_

Grantee Fiscal Email Address

**Attachment 1**

**S.D. Department of Social Services  
Victims' Services Program**

**Victims of Crime Assistance: Subgrant Award**

**1. Grantee Name and Address:**

Domestic Violence Network  
PO Box 110  
Madison, SD 57042

**4. Award Amount:** \$16,968.00

**5. Match Requirement:**

Amount: \$5,656.00

**2. Subgrantee IRS/Vender Number:**

12243212

**6. Project Director and Phone**

Lois Neidert  
605-256-5300

**3. Grant Number:** VOCA-11-55

**7. Project Period:**

From: October 1, 2010  
To: May 31, 2011

**8. Catalog of Federal Domestic**

**Assistant Number:**

16.575

**9. Approved Budget**

**Budget Category**

Staff Development/Training  
Emergency Services  
Rent/Operating Expense  
Salary Expense  
Telephone Expense  
Mileage

**Grant Amount**

\$83.00  
\$330.00  
\$8,758.00  
\$6,938.00  
\$248.00  
\$611.00



## **VICTIMS OF CRIME ACT (VOCA) CERTIFIED ASSURANCES / TERMS AND CONDITIONS**

### **YOUR AGENCY'S ACCEPTANCE OF THIS AWARD INCLUDES ACCEPTANCE OF THE FOLLOWING CERTIFIED ASSURANCES / TERMS AND CONDITIONS**

Instructions: Read each statement and sign the last page. Keep a copy on file for your record. Return the original to the Department of Social Services, Victims' Services, 700 Governors Drive, Pierre, SD 57501, along with the signed contract accepting the grant award.

#### **GRANTEE ASSURES AND CERTIFIES:**

Grantee agrees to use Victims of Crime Assistance (VOCA) funds to only provide direct services to victims of sexual assault, spouse abuse, child abuse, adults molested as children and other victims of violent crimes.

Grantee assures that it is a public or non-profit program, or a combination of such agencies, and that it provides services to victims of crime.

Grantee agrees the VOCA funds will not be used to supplant state or local funds that would otherwise be available for crime victim assistance.

Grantee assures it can demonstrate a record of providing effective services to crime victims. This includes having community support and approval of its services by the community, a history of providing direct services in a cost-effective manner, and financial support from other sources.

Grantee agrees to use Victims of Crime Assistance (VOCA) funds to provide direct services to victims of violent crimes, at no charge, and with no income eligibility standards, through the VOCA-funded project.

Grantee agrees to provide services to victims of Federal crimes on the same basis as victims of State crimes.

Grantee agrees to promote coordinated public and private efforts to aid crime victims within their service area.

Grantee agrees to assist victims in seeking available crime victim compensation benefits. It is further required that Grantee's staff shall be trained in the Victims Compensation application process to assist victims who may qualify.

Grantee agrees to incorporate the use of volunteers, unless and to the extent the Domestic Abuse Program Administrator determines compelling reasons exist to waive this requirement, such as statutory or contractual provisions that bar the use of volunteers for certain positions or the inability to recruit and maintain volunteers after a sustained and aggressive recruitment effort has been conducted. Grantee will provide documentation upon request of any such waiver, in the event of such a determination.

Grantee agrees it will maintain a drug-free workplace and require all of its employees to refrain from using illegal drugs.

Grantee agrees to maintain confidentiality of client and client/counselor information and records. Grantee will not use or reveal any identifying client information without the consent of the client, except for the purposes directly connected with the administration of the VOCA grant by the Department of Social Services.

Grantee agrees to collect and maintain client information and supporting documentation of client services for verification by the Department of Social Services. Supporting documentation must include client intake

## Attachment 2

information including race, sex, age, and disability; types of services; and dates of service for each client served (ex: this includes children who accompany their parents in a shelter). These services must be documented with advocate notes, receipts, mileage, and phone logs, and any other documentation that supports reported client services. A shelter log is highly recommended.

Grantee agrees to comply with all grant management policies and procedures established by the Department of Social services, including non-compliance policies.

Grantee agrees to record all client services in the Agency Domestic Abuse Program (ADAP). Grantee is responsible for accurately reporting services provided each quarter and submitting quarterly reports that accurately reflect the services provided by the agency.

Grantee agrees that it is the responsibility of the Grantee to maintain accurate information in the ADAP program and if for any reason the Grantee fails to do so, any funding decisions made based on inaccurate data supplied by the Grantee will be at no fault to the Department of Social Services, Victims Services program.

Grantee agrees to obtain permission from the Victims Services Program Manager prior to incurring any income in excess of \$100 per federal fiscal year through grant funding. The Grantee is responsible for tracking the revenue generated and expending the revenue only on VOCA allowable expenses.

According to the Federal Register, VOCA Grant Program "State Grantees must ensure that they and their subrecipients have the capability to track program income in accordance with federal financial accounting requirements. All VOCA-funded program and match income, no matter how large or small, is restricted to the same uses as the VOCA grant."

Grantee agrees to complete an equipment/furniture purchase form for all equipment/furniture purchases made with grant funds. The form will be sent to Victims Services with an attached receipt(s), and photo if applicable.

Grantee agrees to provide the required amount of matching funds as indicated in the approved budget on the cover page of the Award document. Matching funds may not be from Federal sources and must be used for direct services to victims, and must be expended within the grant period.

Grantee agrees to accurately document matching funds. If in-kind match is utilized, the types of services provided during those in-kind hours must be direct victim services. Volunteer hours used as match will indicate which grant they are matching.

Grantee agrees to not use VOCA funds to support any lobbying activities.

Grantee agrees to comply with the Administrative Rules of South Dakota 67:56, Grants for Domestic and Sexual Abuse Programs. A copy can be found at <http://legis.state.sd.us/rules>.

## **PAYMENT OF FUNDS AND FISCAL MANAGEMENT**

## Attachment 2

The State shall, subject to receipt of funds from the US Department of Justice, disburse to the Grantee the award amount indicated in Item #2 of the Grant Agreement, to carry out the activities and services described in the Grant Agreement and the Certified Assurances / Terms and Conditions.

**Method of Payment:** The State shall make payment to the Grantee upon receipt of the signed Grant Agreement, and a Monthly Drawdown Form. Drawdowns must be submitted by the 20<sup>th</sup> day of the following month for reimbursement of expenses. **However, the May 2011 drawdown must be submitted by June 10, 2011.**

**All funds must be expended by May 31, 2011. All expended funds must be drawn down by June 10, 2011. Any funds not expended or drawn down by these dates will be re-allocated.**

The state may, at its discretion, request monthly financial records with supporting documentation prior to approving payment of grant funds.

Grantee agrees to establish a fund source accounting system in which all expenditures can be clearly compared to each appropriate revenue source within the agency. All costs for which payment is claimed shall be supported by the general ledger, bank statements, cancelled checks, deposit slips, income and expenditure journals, properly executed payrolls, time records, invoices or other documentation evidencing in proper detail the nature and propriety of the charges. Such documentation shall be made available at any time upon request by the Department of Social Services. Income and expenditure journals for your agency, including all sources of income, must be submitted as an attachment to the year-end Final Financial Report.

The OJP financial guide states that "The accounting systems of all recipients and sub-recipients must ensure that agency funds are not commingled with funds from other Federal agencies. Each award must be accounted for separately. Recipients and subrecipients are prohibited from commingling funds on either a program-by-program or project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another. Where a recipient's or subrecipient's accounting system cannot comply with this requirement, the recipient or subrecipient shall establish a system to provide adequate fund accountability for each project it has been awarded."

**Real Property:** Funds obligated under this agreement cannot be used to purchase any real property.

### REPORTING

The Grantee is responsible for submitting accurate reports in a timely manner, according to the deadlines set by the Department of Social Services, Victims' Services Program.

During the period of the agreement the Grantee hereby agrees to submit the following reports according to their prescribed deadlines to the South Dakota Department of Social Services, Victims' Services Program.

Quarterly Performance Reports	Due:	January 15, 2011 April 15, 2010 July 15, 2010
Monthly Financial Drawdowns	Due:	The 20 <sup>th</sup> of November, December, January, February, March, April, May  Final drawdown due June 10, 2011
Year-end Final Financial Report	Due:	October 31 <sup>st</sup> , 2011

The Quarterly Performance Reports shall include statistics and narrative information regarding the numbers of individuals served and services provided during the grant period.

The Final Financial Status Report shall include an overview of grant expenditures, as well as documentation of other funds expended.

The Grantee agrees to submit additional reports and information as requested by the administrator or other representative of the State.

The Grantee understands that non-compliance with reporting requirements can result in a hold in, or reduction in funds.

### **ADDITIONAL PROGRAM REQUIREMENTS**

The Grantee agrees to comply with all applicable provisions of the Victims of Crime Act, the Program Guidelines for crime victims' assistance grants, and the requirements of the Office of Justice Programs, OJP Financial Guide (Current Edition). This includes maintaining appropriate programmatic and financial records that fully disclose the amount and disposition of VOCA funds received. This includes financial documentation for disbursements, daily time and attendance records specifying time devoted to VOCA allowable victim services; client files; the portion of the project supplied by other sources of revenue; job descriptions; contracts for services; and other records which facilitate an effective audit.

The Grantee agrees to comply with all applicable federal nondiscrimination requirements, to ensure that no person shall, on the grounds of race, color, religion, national origin, sex, or disability, be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with, any undertaking funded in whole or in part with VOCA victim assistance grant funds.

In the event that a Federal or State court or administrative agency makes a finding of discrimination on the grounds of race, religion, national origin, sex, age or disability against the Grantee, the Grantee agrees to forward a copy of the findings to the Department of Social Services, Victims' Services.

Grantee assures it will comply with all nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975.

The Grantee agrees to comply with all applicable laws, ordinances, and codes of the state and local governments and all conditions, rules and regulations of the Department of Social Services which relate to the administration of grants.

The Grantee agrees to permit the State, the US Department of Justice, the Comptroller General of the United States, or any of their duly authorized representatives to have access to any books, documents, papers and records of the agency which are directly pertinent to this agreement for the purpose of making an audit, examination, excerpts, and transcripts. The Grantee agrees that the State or its authorized representative may carry out monitoring and evaluation activities with the Grantee's cooperation.

The Grantee agrees to promote health and safety, encourage all its employees to refrain from using illegal drugs which may affect an employee's ability to perform the essential functions required under the Certified Assurance / Terms and Conditions of this contract. The State reserves the right to terminate this contract if the Grantee, or its employees or agents, is convicted of using illegal drugs.

**Amendment or Extension:** This Agreement may be amended by mutual agreement of the parties prior to its expiration. All amendments must be in writing, signed and dated by both parties and thereupon shall become a part of this agreement.

**ACKNOWLEDGEMENT OF RECEIPT**

Aris Nishi  
Directors Signature

12-4-10  
Date

Additional Signatures (Optional):

Amala Graham  
\_\_\_\_\_  
\_\_\_\_\_

# VICTIMS OF CRIME ASSISTANCE (VOCA) Monthly Drawdown Form

Agency Name: \_\_\_\_\_ Agency Phone Number: \_\_\_\_\_

Name of person completing report: \_\_\_\_\_ Grant # \_\_\_\_\_

List the actual expenditures incurred, in each category, during the previous month. Do not estimate expenditures. This drawdown form is due to Victims' Services on the 20<sup>th</sup> of each month. If funds are not expended during a month, a completed form indicating no funds were expended should be submitted.

Reporting Period \_\_\_\_\_ to \_\_\_\_\_

Category	Amount expended this period
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Personnel/Fringe Benefits	\$ _____
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Emergency Services	\$ _____
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Telephone	\$ _____
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Rent/Operating Expenses	\$ _____
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Development/Training	\$ _____
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Furniture and Equipment	\$ _____
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Repair, Replacement, Renovation	\$ _____
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Mileage Expense	\$ _____
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Other Expenditures	\$ _____
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**Total Amount Expended During This Period** \$ \_\_\_\_\_

Total Match Amount for this period \$ \_\_\_\_\_

List type of match \_\_\_\_\_

Signature	Title	Date

By signing/typing and dating above, I declare and affirm under penalties of perjury that this claim has been examined by me, and to the best of my knowledge, is in all things true and correct.

\* Once your agency's drawdown has been processed, you will receive an email showing your remaining balance in each category.

\* All funds must be expended by May 31, 2011. All expended funds must be drawn down by June 10, 2011. Any funds not expended or drawn down by these dates will be reallocated.

\* The State reserves the right to request verification of expenditures and match at any time. The State may, at its discretion, request monthly financial records with supporting documentation prior to approving payment of grant funds.

# CERTIFICATION OF COMPLIANCE WITH THE OFFICE OF CIVIL RIGHTS REQUIREMENTS FOR NON-PROFIT SUBGRANTEES

INSTRUCTIONS: Complete the identifying information in the table below. Under "I", identify the person responsible for reporting civil rights findings. Under "II", check the certification that applies to your agency. Have the authorized official of your agency sign the completed certification form and send the original to the SD Department of Social Services, Victims Services, within 45 days of the grant award's beginning date.

Grant #	VOCA-11-55	Grant Project Title:	Crime Victim Assistance
Grantee Name (Funded Entity):	Domestic Violence Network		
Address:	P.O. Box 110, Madison, SD 57042		
Grant Duration:	<del>10</del> 8 mos.	Beginning Date:	10/1/10
		Ending Date:	5/31/11
Award Amount/s:	\$ 16,968.00		
Project Director's Name & Phone #:	Lois Niedert, Board President 605-256-6866		

**AUTHORIZED OFFICIAL'S CERTIFICATION:** As the authorized Official for the above Subgrantee, I certify by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

- I. **REQUIREMENTS OF SUBGRANT RECIPIENTS:** All subgrant recipients, regardless of the type of entity of the amount awarded, are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

⊕ I certify this agency will maintain data and submit when required, to ensure that our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.301 *et seq.*; our projects and activities provide

meaningful access for people with limited English proficiency as required by Title IV of the Civil Rights Act.

- ⊕ I also certify the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the SD Department of Social Services within 45 days of the finding, and/or if the findings occurred prior to the grant award beginning date, within 45 days of the grant award beginning date. A copy of this Certification will be provided to this person, as identified here:

Person Responsible for reporting civil rights findings of discrimination: (Name, address, phone)	
Name	Address & Zip Code
Phone #	

## II. Equal Employment Opportunity Plan Certification:

Declaration Claiming Complete Exemption from the EEOP Requirement. Please check all boxes that apply.

- ☒ Recipient has less than 50 employees,
- ☒ Recipient is a non-profit organization, medical institution, or educational institution
- ☐ Recipient is an Indian tribe,
- ☒ Recipient is receiving an award of less than \$25,000.00 in federal US Department of Justice funds, from the SD Department of Social Services

As the authorized official for the above Subgrantee, I certify by my signature below, that the above Subgrantee is not required to prepare an EEOP for the reason(s) checked above pursuant to 28 C.F.R. § 42.302. I further certify that the above Subgrantee will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services. I certify that I have read and am fully cognizant of our duties and responsibilities under this certification.

Lois Niedert  
Authorized Official's signature

12-4-10  
Date

Lois Niedert  
Typed Name

Board President  
Title

This original signed form must be returned to the SD Department of Social Services, Victims' Services Program, within 45 days of the grant award beginning date. The SD Department of Social Services, Victims' Services Program, will forward a copy to the Office of Civil Rights, Office of Justice Programs, US Department of Justice.





U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

## CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

### 3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

#### DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Domestic Violence Network, PO Box 110,

12243212

2. Application Number and/or Project Name

Madison SD  
57042

3. Grantee IRS/Vendor Number

Lois Niedert, Board President

4. Typed Name and Title of Authorized Representative

Lois Niedert

5. Signature

12-4-10

6. Date



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions  
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Lois Niedert, Board President

Name and Title of Authorized Representative

Lois Niedert

12-4-10

Signature of Authorized Representative

Date

Domestic Violence Network

Name of Program

Po Box 110, Madison SD 57042

Address of Program

### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which does a prudent person in the ordinary course of business dealings normally possess.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## EQUIPMENT/FURNITURE PURCHASES PAID BY VICTIMS' SERVICES

Agency Name: \_\_\_\_\_

Agency Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Description of Property: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Identifying Number: \_\_\_\_\_

Identification or Title Holder: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Acquisition Date: \_\_\_\_\_

Equipment Costs: \_\_\_\_\_

Cost and Percent of Victims' Services Grant Funds Supporting the Purchase:

	Total Cost	Percent to Grant	Grant Cost
VOCA	\$ _____	% _____	\$ _____
FVPSA	\$ _____	% _____	\$ _____
STOP	\$ _____	% _____	\$ _____
DASA	\$ _____	% _____	\$ _____

Location, Use and Condition of the Property: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

When furniture/equipment is purchased with Victims' Services grant funds, this form must be completed and submitted to Victims' Services along with your agency's monthly financial report.